

**Gregory F. Sankey**

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**From:** "Gregory F. Sankey" <sankey@fastdial.net>  
**To:** "tom horst" <hjohnt@yahoo.com>  
**Sent:** Friday, November 09, 2001 4:50 PM

Tom,

????

Greg

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**Gregory F. Sankey**

From: "thomas horst" <hjhnt@yahoo.com>  
To: "Gregory F. Sankey" <sankey@fastdial.net>  
Sent: Friday, November 09, 2001 5:28 PM  
Subject: Re:

greg,

thant's what i am asking wlater. i gave him the draft letter a week ago, he told me he had to talk with charlie moore, he keeps telling me he will do that the next day and the next becomes the next. he is away and i will see him next week, we are in the same city, i will let you know as soon as i know.

sorry for the balck hole,

tom

**"Gregory F. Sankey" <sankey@fastdial.net> wrote:**

Tom,

????

Greg

**Do You Yahoo!?**

Find a job, post your resume on [Yahoo! Careers](#).

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**NOTES OF TELEPHONE CONVERSATION BETWEEN SANKEY & SHAW**

**Date:** 11/15/01

**Call From:** Thomas Horst

**Call To:** Gregory Sankey

**Discussion:** Horst called to update Sankey.

Horst said that Rhodes, per direction from corporate management located in Baton Rouge, asked him to put Sankey on hold for just one more week.

Horst said that everything is OK.



**NOTES OF TELEPHONE CONVERSATION BETWEEN SANKEY & SHAW**

**Date:** 11/30/01

**Call From:** Thomas Horst

**Call To:** Gregory Sankey

**Discussion:** Horst left the following message on Sankey's answering machine.

Walter (Rhodes) is getting no response from Baton Rouge. Walter (Rhodes) will be in Baton Rouge next week and will resolve this.





**NOTES OF TELEPHONE CONVERSATION BETWEEN SANKEY & SHAW**

**Date:** 12/3/01

**Call From:** Thomas Horst

**Call To:** Gregory Sankey

**Discussion:** Horst left the following message on Sankey's answering machine. The following is transcribed exactly as recorded.

Hey Greg, it's Tom. It's my update about getting the Greg Sankey offer out. Although glacially slow, I believe we are making some progress to the point that I told Walter (Rhodes) that you wont return my phone calls anymore, so he's embarrassed me. And he said: "If I (Rhodes) can't get some resolution while I'm in Baton Rouge, we'll just send out the offer letter from here (Shaw's Stoughton, Massachusetts Office)." I'm supremely embarrassed but it's beyond my control. Call me tomorrow assuming you still have an interest. I still very much have an interest.



**NOTES OF TELEPHONE CONVERSATION BETWEEN SANKEY & SHAW**

**Date:** 12/11/01

**Call From:** Thomas Horst

**Call To:** Gregory Sankey

**Discussion:** Horst called to update Sankey.

Horst said the final letter will be out today or tomorrow. Rhodes told Horst that the delay was due to unrelated matters that took his attention. Specifically, Rhodes was recommending personnel changes to Shaw's CEO, and this seemed to be slowing down the process.

Horst said that he was going on vacation, returning after the first of year. Horst said he expected that I would be at work when he returned.



**Gregory F. Sankey**

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**From:** "Gregory F. Sankey" <sankey@fastdial.net>  
**To:** "tom horst" <hjohnt@yahoo.com>  
**Sent:** Monday, January 07, 2002 12:44 PM

Tom,

Time is going by. It's been three months since we agreed on me coming back. And you've had the letter (which we both agreed to) for at least two months. I've been patient because I keep hearing "the letter will be in the mail this week".

In addition to the torture, I'm being financially impacted. And you need an Ops Manager.

So, in the interest of fairness to both of us, I would appreciate your decision as soon as practical.

Thanks.

Greg

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**Gregory F. Sankey**

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**From:** "thomas horst" <hjhnt@yahoo.com>  
**To:** "Gregory F. Sankey" <sankey@fastdial.net>  
**Sent:** Tuesday, January 08, 2002 6:40 AM  
**Subject:** call me

greg call me by cell, i will do the same

— "Gregory F. Sankey" <sankey@fastdial.net> wrote:

> Tom,  
>  
> Time is going by. It's been three months since we  
> agreed on me coming back.  
> And you've had the letter (which we both agreed to)  
> for at least two months.  
> I've been patient because I keep hearing "the letter  
> will be in the mail  
> this week".  
>  
> In addition to the torture, I'm being financially  
> impacted. And you need an  
> Ops Manager.  
>  
> So, in the interest of fairness to both of us, I  
> would appreciate your  
> decision as soon as practical.  
>  
> Thanks.  
>  
> Greg  
>  
>

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Do You Yahoo!?

Send FREE video emails in Yahoo! Mail!

<http://promo.yahoo.com/videomail/>

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**NOTES OF TELEPHONE CONVERSATION BETWEEN SANKEY & SHAW**

**Date:** 1/8/02

**Call From:** Gregory Sankey

**Call To:** Thomas Horst

**Discussion:** As requested by Horst in his 1/8/02 email, I called Horst.

Horst said he agreed with my 1/7/02 email to him and he is totally embarrassed, but insisted that it's not a dead issue.

Horst said he could demand "yes or no" from Rhodes, but doesn't want to risk "no" because it buys him nothing. "Plan C" is to hire me as a consultant (no benefits) as this would flush out "yes or no" without drawing a line in the sand. I told Horst that this was unacceptable. Horst suggested that we wait a few more weeks, and I agreed.





43 Twiss Road  
Orleans, MA 02653

February 15, 2002

Mr. Walter R. Rhodes  
Senior Vice President  
The Shaw Group, Inc.  
100 Technology Center Drive  
Stoughton, MA 02072

Dear Mr. Rhodes:

As you know, Shaw contacted me in October 2001 and asked if I wanted to come back to work. After a several discussions, Shaw offered, and I accepted, the position of Vice President of Environmental/Infrastructure Operations. The agreed upon annual salary was \$185,000. with a sign-on bonus of \$30,000.

Since late October, Shaw has repeatedly told me that the offer was good and that the "official" letter will be in the mail "this week". After several months of being strung along, during which time I turned down another job, it is clear that Shaw has breached its agreement with me. As a result of my reliance on representations made by Shaw, I have been impacted financially and otherwise. Therefore, I request that Shaw compensate me.

As a settlement, I propose that Shaw reimburse me \$400,000. which is the sum of the sign-on bonus plus two years salary.

I would appreciate your attention to this matter at your earliest convenience. If you wish to discuss the matter, please call me at 508-255-3396.

Sincerely,

  
Gregory F. Sankey

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UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS


IN RE:  
Gregory F. Sankey  
v.  
The Shaw Group Inc.  
and  
Stone & Webster, Inc.

AFFIDAVIT OF JOSEPH D. CLEGGETT

I, Joseph D. Cleggett, having been duly sworn, do depose and say:

1. I am an individual of legal age, and presently reside at 9 Liberty Street, Braintree, Massachusetts.
2. This Affidavit is based upon my own personal knowledge and information.
3. I joined Sverdrup Civil, Inc. (Sverdrup) as a Vice President and its Boston Office Manager in 1995.
4. Sverdrup was purchased by Jacobs Engineering Group Inc. (Jacobs) in 1999. At that time I was its Eastern Regional Manager, responsible for numerous offices from Massachusetts to Florida, including its Boston Office.
5. In September 2001, I asked Mr. Sankey if he would come to work for Jacobs/Sverdrup as its Boston Office Manager. After several discussions, we agreed to have lunch to finalize compensation.
6. Prior to our scheduled lunch, Mr. Sankey called me and said that he was considering a job offer from The Shaw Group Inc. (Shaw) and wanted to discuss the Jacobs/Sverdrup job compensation. I offered Mr. Sankey the job as Boston Office Manager at a starting annual salary of \$156,000 along with eligibility for an annual bonus. I told Mr. Sankey that the annual bonus depended on Company and personal performance; however a reasonable expectation would be between \$10,000 and \$15,000. Mr. Sankey told me that he was going to accept the Shaw offer.
7. In early January 2002, I was aware that I would become the Southeast Regional Manager and would no longer be in a position to offer Mr. Sankey the job as Boston Office Manager.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 5th DAY OF SEPTEMBER 2004.

  
Joseph D. Cleggett





**Shaw** The Shaw Group Inc.

8545 United Plaza Boulevard  
Baton Rouge, LA 70809  
225.932.2500

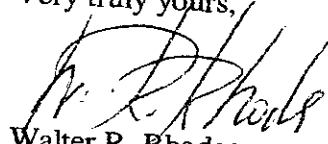
March 12, 2002

Mr. Gregory F. Sankey  
43 Twiss Road  
Orleans, MA 02653

Dear Mr. Sankey:

This is in response to your February 12, 2002 letter, wherein you state that you had been offered a job at Shaw, and that Shaw breached such offer agreement. We adamantly deny that you were offered the position of Vice President of Environmental/Infrastructure Operations at Shaw in late 2001 (or early 2002) and therefore, we decline your offer of settlement.

Very truly yours,

  
Walter R. Rhodes  
Senior Vice President

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ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

ATTORNEYS AT LAW

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FACSIMILE (617) 267-8288  
www.rkmc.com

ANTHONY A. FROIO

March 29, 2002

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Walter R. Rhodes  
Senior Vice President  
The Shaw Group, Inc.  
100 Technology Center Drive  
Stoughton, MA 02072

Re: Gregory F. Sankey  
Our File No. 070546-0000

Dear Mr. Rhodes:

This office represents Mr. Gregory F. Sankey ("Mr. Sankey") of 43 Twiss Road, Orleans, Massachusetts. Reference is hereby made to Mr. Sankey's letter to you dated February 15, 2002, as well as your response to that letter dated as of March 12, 2002.

As you know, The Shaw Group Inc. ("Shaw") contacted Mr. Sankey in connection with his interest in returning to work at the former Stone & Webster last October, 2001. After numerous conversations between Mr. Sankey and Shaw's Vice President of Environmental/Infrastructure Division, Thomas Horst ("Mr. Horst"), Mr. Sankey was offered by Shaw, and he accepted the position of Vice President of Environmental/Infrastructure Operations. In fact, the parties even agreed upon an annual salary of \$185,000.00, together with a sign-on bonus of \$30,000.00.

From October, 2001 until February, 2002, Mr. Horst repeatedly advised Mr. Sankey that an official letter of agreement would be forthcoming to him confirming the terms of his employment with Shaw shortly. Despite repeated representations and assurances to this effect, Shaw never forwarded

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Mr. Walter R. Rhodes

March 29, 2002

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Mr. Sankey the confirming letter agreement of his employment. In fact, Mr. Sankey and Mr. Horst exchanged numerous electronic communications evidencing and confirming Shaw's offer of employment to Mr. Sankey, Mr. Sankey's acceptance of the same, and confirmation that a letter agreement would be sent to him promptly.

As a result of Mr. Sankey's reliance upon the numerous representations made by Mr. Horst on behalf of Shaw, Mr. Sankey was caused to forego other employment opportunities which are now no longer available to him. In specific, and as was known by Mr. Horst last October, Mr. Sankey had been offered a similar position of employment with Jacobs/Sverdrup, which he declined in reliance upon the representations and offer of employment made by Shaw which he accepted last October, 2001.

Mr. Sankey has been caused significant damage as a result of Shaw's unfair and deceptive practices in connection with this matter, as well as his reliance upon the representations made to him by Shaw which were apparently advanced in bad faith. Accordingly, demand is hereby made to Shaw for the payment to Mr. Sankey in the amount of \$400,000.00, which sum represents two years of salary, plus the sign-on bonus, which Mr. Sankey would have received pursuant to the offer Shaw extended and he accepted to be employed by Shaw.

Unless a reasonable offer of settlement is forthcoming by Shaw to Mr. Sankey directed to me at the above address on or before Friday, April 12, 2002, Mr. Sankey intends to commence formal proceedings against Shaw in this matter. I suggest you give this matter your immediate attention, or refer it to Shaw's legal counsel for response forthwith.

Sincerely,

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.



Anthony A. Froio

AAF/smbi

cc: Mr. Gregory F. Sankey

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